

237

- (12) that for the due fulfilment of the terms of this contract, I hereby deposit in the State Huzur Treasury, Bangalore, the sum of rupees two thousand in cash (or approved Government Securities duly endorsed in favour of the Dewan);
- (13) that I equally with the Depot-keeper shall be bound by the conditions of the Depot license;
- (14) that I shall be bound to dismiss or transfer any of my servants on the requisition of the Excise Commissioner or the Deputy Commissioner of the District in which they may be employed, whenever transfers of an individual mutsaddi from or to a place are deemed desirable or necessary in Government interests, and I shall appoint satisfactory men in place of dismissed men without delay, and that I shall not, without the previous sanction of the Excise Commissioner post Depot mutsaddis once dismissed for bad behaviour, etc., to other places.
- (15) that I shall be bound to make good the loss accruing to Government and the shop-keepers by short stock or no stock in the said Depots or by my neglect or carelessness in not conveying the necessary supplies of spirits or ganja to the Depot or the Taluk Office respectively in due time;
- (16) that the liability of the arrack manufacturing contractors ceases on delivery by them of arrack and other country spirits to me at the distillery, and of the Distillery Officer on delivery of the ganja consignments at the said place, all further liability or responsibility to account for the whole quantity of such arrack, other country spirits and ganja thenceforth, shall rest with me, and any diminution from any cause whatever, (Acts of God and the State's enemies and robbery by *vis major* excepted), shall be made good by me at the prevailing rate of duty and price per gallon of arrack of 35° under proof, and proportionately for higher or lower strengths and per seer of 80 tolas of ganja respectively; and that all dues to Government, may be recovered as if they were arrears of Land Revenue;
- (17) that at the beginning of the contract, I shall be bound to buy from the out-going contractor and at the termination of the contract I shall be bound to sell to the incoming contractor the stock of casks used in the transport of arrack, gallon pots and other articles in the Bonded Depots for the price that may be fixed by the Excise Commissioner;
- (18) that in case of any breach of the laws and rules or of the aforesaid conditions or in case of any attempt at fraud by my servants, agents, or employees, it shall be competent to the Deputy Commissioner to impose upon them, or for the Excise Commissioner to impose upon myself in the event of my neglect, a fine not exceeding Rs. 50 for every such breach or neglect, or at the option of the Excise Commissioner to declare the money deposited by me forfeited, and to cancel the contract with the previous sanction of Government. In the event of my contract being cancelled, I shall be bound to make good any loss that might accrue to Government for the remaining period of my contract, by any subsequent disposal of the contract, and shall not be entitled to participate in any profit that might accrue to Government by such disposal. In the event of the transport business being managed by Government amani, I shall be bound to place at the disposal of Government, on reasonable terms, fixed by the Excise Commissioner my entire stock of casks and other requisites supplied and kept in the Depot. It shall be competent to the Excise Commissioner subject to the sanction of Government to deduct, at the end of each half-year, from the bills of remuneration due to me, any amount that may be due to Government on account of excess wastage, short stock in depots and fines;
- (19) that the imposition of a fine or the forfeiture of the deposit, or the cancellation of the contract, shall not be held to prevent prosecution for any offence committed under any law for the time being in force;
- (20) that this contract shall not be transferable except with the consent of the Excise Commissioner subject to the approval of Government; and
- (21) that I shall be bound to open depots in buildings approved of by the Deputy Commissioner of the District concerned and where Government buildings are made available for use as Depots, to use them, paying such fair rent as may be charged by the Deputy Commissioner. I shall be bound to pay the rent due for each month for Government building before the close of the following month and produce a voucher in support of such payment, and in case of my failure to do so in any month it will be open to the Excise Commissioner to

withhold from my remuneration bill for the latter month the amount for which voucher has not been produced until I make the payment and produce the voucher.

In case the Deputy Commissioner condemns a private building used by me for Depot and selects another, I shall be bound to take it up and locate the Depot in it.

In witness whereof I, _____, hereunto set my hand and seal this day of _____ 192 _____

Sealed, signed and delivered in the presence of us:—

Witnesses:—

1. _____
2. _____

APPENDIX II.

FORM OF CONTRACT BOND TO BE EXECUTED BY THE GOVERNMENT CONTRACTOR FOR CARRIAGE OF ARRACK AND OTHER COUNTRY SPIRITS TO BONDED DEPOTS.

WHEREAS I, _____, have been granted by the Government of His Highness the Maharaja of Mysore, for the period of two years beginning with the 1st of July 1924 and ending with the 30th of June 1926, the right of conveying arrack and other country spirits from the Central Distillery under bond to the various Depots in the districts of Bangalore, Kolar, Tumkur, Mysore, Hassan, Kudur, Shimoga and Chitaldrug, in quantities sufficient to meet the demand of the retail shops dependent on such Depots, and whereas the said Government, has agreed to pay me the remuneration hereinafter described, I, the said _____ for myself, my heirs, legal representatives and assigns hereby agree and bind myself to all the terms and conditions hereinafter set forth:—

- (1) that I shall bind myself to transport arrack in strong and sound casks in such manner as may be prescribed by the Excise Commissioner from time to time;
- (2) that I hold myself responsible to Government for the correct delivery from the Bonded Depots of the requisite supplies of arrack at 35° under-proof or at any other strength prescribed by Government from time to time subject to such margin for evaporation as prescribed by the Excise Commissioner and other country spirits to the various licensed shop-keepers, on production of Treasury receipts in proof of prepayment of duty and price of such spirits, the price of proof liquor, if any, used for adjustment of weak liquor in the Depots being borne by me;
- (3) that in special cases sanctioned by the Deputy Commissioner at the instance of any shop-keepers, I shall be bound to open new Depots in any tract and to carry the requisite supply of arrack and other country spirits to such new Depots or to any altered locality of the existing Depots, provided the expense to me is not likely to be greater than maintaining and supplying, present Depots;
- (4) that it is open to the Excise Commissioner to close any Depot during the period of the contract as being superfluous for the time being or to order that any particular shop should be supplied with liquor from any other Depot than the one to which the shop is attached;
- (5) that I shall be bound to carry the requisite supply of ganja to the Taluk Treasuries in the State for issue to licensed vendors of the drug;
- (6) that as remuneration for my contract, the Government shall pay me each month an amount calculated at the rate of annas for every gallon of spirits conveyed by me from the Distillery in the previous month; provided that in the first week the quantity actually delivered at the Depots before the close of the previous month shall be paid for and the balance later between the 15th and 20th. Government shall also allow me actual wastage at a rate not exceeding 14 per cent on the quantity of arrack, and 4 per cent on the quantity of bottled spirit removed by me from the Distillery, until actual delivery at the Depots of the liquors to the shop-keepers;
- (7) that at the end of each half-year, the duty and price on the quantity booked as wastage in excess of the margin allowed will be made good to Government by me;
- (8) that no separate remuneration shall be claimed for the ganja conveyed by me;
- (9) that the usual establishment required for such Depots and other requirements as may be prescribed by the Excise Commissioner and the house rent shall be paid for by myself;

No. Fl. 5541—Ex. 74-23-5, dated 8th April 1924.

In Government Notification No. Fl. 5484—Ex. 74-23-3, dated 3rd April 1924, published in the supplement to the issue of the last week's Gazette, the corrections indicated below may be made:—

- (1) For "Monday the 21st April" in line 3 on page 2 of the Notification (para 5) substitute "Thursday the 1st May".
- (2) For "fifteen" in line 2 of clause (14) of Appendix II on page 5 of the Notification substitute "thirteen".

No. Fl. 5484—Ex. 74-23-3, dated 3rd April 1924.

Tenders are hereby invited for the exclusive privilege of establishing Bonded Depots at the localities specified in Appendix III and transporting thereto arrack and other country spirits from the Bangalore Government Central Distillery *under bond*, and thereat distributing it to the respective arrack shop-keepers attached to the said depots during the next two years beginning with 1st July 1924 and ending with 30th June 1926.

2. The privilege for which tenders are now invited will be conceded subject to the conditions specified in Appendices (i) and (ii) (hereto annexed) of the rules published under Notification No. R. 5961—Ex. 107-18-3, dated 20th November 1919, and the Excise Laws and Rules now in force, or which may, from time to time be passed by Government, or by the Excise Commissioner in virtue of the powers delegated to him.

3. The quantity of arrack and other country spirits conveyed from the Government Central Distillery to each Bonded Depot during the past three years is mentioned in Appendix III.

4. Tenderers must specify the lowest rate of remuneration for fifty gallons of spirits to be carried from the distillery at which they would make up the contract. They must specify one rate for the Bangalore City Depots and another rate for the depots in all the other places. The rates, thus tendered and accepted by Government, shall be the rates at which remuneration shall be calculated on the actual quantity carried in each case and be payable to the successful tenderer who shall be called, "the Government Contractor for the carriage of spirits to Bonded Depots," during the currency of the contract granted under this Notification. The contract will include the carriage of ganja to the several Taluk Treasuries from the Government Central Distillery for which no separate remuneration will be given.

5. Each tender must be accompanied by a deposit of Rs. 100 for the Bangalore City Depots and Rs. 500 for the mofussil depots specified in Appendix III and enclosed in a cover superscribed with the words "Tender for the exclusive privilege of establishing Bonded Depots, and carrying spirits thereto from the Bangalore Government Central Distillery and distributing the same to the retail shops" and must be sent to the Excise Commissioner at Bangalore so as to reach him before noon on Thursday the 1st May 1924, after which date no tender will be received. The tenders will be opened by the Excise Commissioner at his office at 12 o'clock noon on Thursday the 1st May 1924 in the presence of such of the applicants as may be present. The final disposal of the tenders will rest, subject to the approval of Government, with the Excise Commissioner who reserves to himself full power to reject any or all of the tenders without assigning any reason as well as to accept separate tenders for supply to the Bangalore City Depots and for supply to the rest of the State. The deposits made by the applicants whose tenders are rejected will be immediately returned to them by the Excise Commissioner.

6. The applicant whose tender may be accepted by the Excise Commissioner, shall, within eight days of the acceptance of his tender being communicated to him, deposit at the State Huzur Treasury, Bangalore, a further sum in cash or in approved Government Securities duly endorsed in favour of the Dewan of Mysore, for the time being to make, with the deposits previously made a sum of Rs. 2,000 for the Bangalore City Depots and Rs. 13,000 for the aforesaid mofussil depots, and shall execute an agreement in the prescribed appended Forms (i) for the Bangalore City depots, and (ii) for the said mofussil depots on

proper stamps, binding himself to conform to the conditions therein set forth; and if he fails or refuses to sign the agreement, or to make the deposit required, the deposits already made will be forfeited to Government, and the contract otherwise disposed of.

7. No tender proposing any modification of any of the terms of this notification will be considered.

APPENDIX I.

FORM OF CONTRACT BOND TO BE EXECUTED BY THE GOVERNMENT CONTRACTOR FOR CARRIAGE OF ARRACK AND OTHER COUNTRY SPIRITS TO THE BANGALORE CITY BONDED DEPOTS.

WHEREAS I, _____, have been granted by the Government of His Highness the Maharaja of Mysore for the period of two years beginning with the 1st of July 1924 and ending with the 30th of June 1926, the right of conveying arrack and other country spirits from the Central Distillery under bond to the Depot or Depots in the City of Bangalore, in quantities sufficient to meet the demand of the shops dependent on such Depot or Depots and whereas the said Government has agreed to pay me the remuneration hereinafter described, I, the said _____, for myself, my heirs, legal representatives, and assigns, hereby agree and bind myself to all the terms and conditions hereinafter set forth:—

- (1) that I shall bind myself to transport arrack and other country spirits in strong and sound casks or other suitable receptacles and will not use those rejected by the Distillery Officer;
- (2) that I hold myself responsible to Government for the correct delivery from the Bonded Depot of the requisite supplies of arrack at 35° under-proof or at any other strength prescribed by Government from time to time and other country liquors to the licensed shop-keepers on production of Treasury receipts in proof of pre-payment of duty and price of such arrack or other country spirits the price of proof liquor, if any, used for the adjustment of weak liquor in the Depots being borne by me;
- (3) that in special cases sanctioned by the Deputy Commissioner, I shall be bound to carry the requisite supply of arrack or other country spirits to any altered locality of the existing Depots provided the expense to me is not likely to be greater than supplying the present Depots;
- (4) that it will be open to the Excise Commissioner to close any depot during the period of the contract as being superfluous for the time being;
- (5) that I shall be bound to carry the requisite supplies of Ganja to the Taluk Treasury for issue to licensed vendors of the drug;
- (6) that as remuneration for my contract, the Government shall pay me each month an amount calculated at the rate of _____ for every gallon of spirits conveyed by me from the distillery in the previous month provided that in the first week the quantity actually delivered at the Depots before the close of the previous month shall be paid for and the balance later between the 15th and 20th. Government shall allow me no wastage under any circumstances whatsoever nor shall any separate remuneration be claimed for the Ganja carried by me;
- (7) that the usual establishment and other requirements as may be prescribed by the Excise Commissioner for such Depots and the house rent shall be paid for by myself;
- (8) that I shall be bound to obtain from each Depot Mutsaddi appointed by me a mutchalika, and produce the same for inspection of the Excise Commissioner whenever required by him. Such mutchalika shall be in such form as may be approved by the Excise Commissioner for safe-guarding the interests of Government;
- (9) that the establishment at the Depot shall keep such accounts and be furnished with and use such seals for sealing the sample bottle and the bulk of liquor issued to shop-keeper as may be prescribed by the Excise Commissioner;
- (10) that the establishment shall be under the control and orders of myself, and I shall regard them as my servants;
- (11) that I shall conform to the Excise Laws and Rules now in force, and which may from time to time be issued by Government, and also to such rules of practice as may be prescribed by the Excise Commissioner;

- 241
- (10) that I shall be bound to obtain from each Depot mutsaddi appointed by me a mutchalika, and produce the same for inspection of the Excise Commissioner whenever required by him. Such mutchalika shall be in such form as may be approved by the Excise Commissioner for safe-guarding the interests of Government. Provided that Government will be at liberty to take the management of the depot or depots during the term of the lease, and place the depots in charge of Mutsaddis appointed by or under the orders of the Deputy Commissioners, in which case, so much of charges incurred by Government on account of such depot or depots will be paid by me, by deduction from my monthly remuneration bill;
 - (11) that the establishment at such Depots shall keep such accounts and be furnished with and use such seals for sealing the sample bottle and the bulk of liquor issued to shop-keeper as may be prescribed by the Excise Commissioner;
 - (12) that the establishment shall be under the control and orders of myself, and I shall regard them as my servants;
 - (13) that I shall conform to the Excise Laws and Rules now in force, and which may from time to time be issued by Government, and also to such rules of practice as may be prescribed by the Excise Commissioner;
 - (14) that for the due fulfilment of the terms of this contract, I hereby deposit in the State Huzur Treasury, Bangalore, the sum of rupees thirteen thousand in cash or approved Government Securities duly endorsed in favour of the Dewan;
 - (15) that I equally with the Depot-keepers shall be bound by the conditions of the Depot license;
 - (16) that I shall be bound to dismiss or transfer any of my servants on the requisition of the Excise Commissioner or the Deputy Commissioner of the District in which they may be employed, whenever transfers of an individual mutsaddi from or to a place are deemed desirable or necessary in Government interests, and I shall appoint satisfactory men in place of dismissed men without delay; and that I shall not, without the previous sanction of the Excise Commissioner, post Depot mutsaddis once dismissed for bad behaviour, etc., to other places;
 - (17) that I shall be bound to make good the loss accruing to Government and the shop-keepers by short stock or no stock in the said Depots or by my neglect or carelessness in not conveying the necessary supplies of spirits or ganja to the Depot or the Taluk offices respectively in due time;
 - (18) that as the liability of the arrack manufacturing contractors ceases on delivery by them of arrack and other country spirits to me at the Distillery and of the Distillery Officer on delivery of the ganja consignments at the said place all further liability or responsibility to account for the whole quantity of such arrack and other spirits and ganja thenceforth, shall rest with me, and any diminution from any cause whatever, (Acts of God and the State's enemies and robbery by *vis major* excepted) shall be made good by me at the prevailing rate of duty and price per gallon of arrack of 35° under-proof, and proportionately for the higher or lower strengths and per seer of 80 tolas of ganja, respectively and that all dues to Government may be recovered as if they were arrears of land revenue;
 - (19) that at the beginning of the contract, I shall be bound to buy from the out-going contractor and at the termination of the contract I shall be bound to sell to the incoming contractor the stock of casks used in the transport of arrack, gallon pots and other articles in the Bonded Depots for the price that may be fixed by the Excise Commissioner;
 - (20) that in case of any breach of the laws and rules or of the aforesaid conditions or in case of any attempt at fraud by my servants, agents, or employees, it shall be competent to the Deputy Commissioner to impose upon them, or for the Excise Commissioner to impose upon myself in the event of my neglect, a fine not exceeding Rs. 50 for every such breach or neglect, or at the option of the Excise Commissioner to declare the money deposited by me forfeited, and to cancel the contract with the previous sanction of Government. In the event of my contract being cancelled, I shall be bound to make good any loss that might accrue to Government for the remaining period of my contract, by any subsequent disposal of the contract, and shall not be entitled to participate in any profit that might accrue to Government by such disposal. In the event of the transport business being managed by Government *amani*, I shall be bound to place at the disposal of Government, on reasonable terms, fixed by the Excise Commissioner my entire stock of casks and other requisites supplied and kept in the Depots. It

shall be competent for the Excise Commissioner, subject to the sanction of Government, to deduct, at the end of each half-year, from the bills of remuneration due to me, any amount that may be due to Government on account of excess wastage, short stock in Depots and fines;

(21) that the imposition of a fine, or the forfeiture of the deposit, or the cancellation of the contract, shall not be held to prevent prosecution for any offence committed under any law for the time being in force; and

(22) that this contract shall not be transferable except with the consent of the Excise Commissioner subject to the approval of Government.

(23) that I shall be bound to open depots in buildings approved of by the Deputy Commissioner of the District concerned and where Government buildings are made available for use as Depots, to use them, paying such fair rent as may be charged by the Deputy Commissioner. I shall be bound to pay the rent due for each month for Government building before the close of the following month and produce a voucher in support of such payment, and in case of my failure to do so in any month it will be open to the Excise Commissioner to withhold from my remuneration bill for the latter month the amount for which voucher has not been produced until I make the payment and produce the voucher.

In case the Deputy Commissioner condemns a private building used by me for Depot, and selects another, I shall be bound to take it up and locate the Depot in it.

In witness thereof I, hereunto set my hand and seal this day
of 192

Seald and signed and delivered in the presence of us:—

Witnesses:—

1.

2.

APPENDIX III.

Statement showing the localities of Bonded Depots, the quantity of arrack and other country spirits issued from the Central Distillery for the past three years:—

Taluk	Locality where Bonded Depot now exists or should be established	Number of separate shops dependent on each depot	Quantity of spirits issued from the Central Distillery to Bonded Depots during		
			1920-21	1921-22	1922-23
			Gallons	Gallons	Gallons
Bangalore	Bangalore City	Bangalore .. 8	67,009	61,828	64,523
		Do .. 16	10,639	14,456	14,456
Anekal	Anekal	Anekal .. 10	2,439	2,360	2,354
Hoskote	Hoskote	Hoskote .. 19	7,640	7,392	7,410
Devanahalli	Devanahalli	Devanahalli .. 10	5,295	4,561	4,565
Dodballapur	Dodballapur	Dodballapur .. 5	2,240	2,068	2,068
Nelamangala	Nelamangala	Nelamangala .. 7	2,045	1,708	1,707
Magadi	Magadi	Magadi .. 9	1,649	1,738	1,738
Channarayana	Channarayana	Channarayana .. 11	2,875	2,643	2,648
Kankanhalli	Kankanhalli	Kankanhalli .. 13	2,782	2,472	2,472
Total ..			1,04,613	1,01,026	1,03,805
Kolar	Kolar	Kolar .. 17	5,017	5,793	5,851
Malur	Malur	Do .. 10	2,944	3,093	3,093
Bowringpet	Bowringpet	Bowringpet .. 20	31,479	26,587	22,201
Mulbagal	Mulbagal	Mulbagal .. 9	1,698	1,388	1,368
Srinivasapur	Srinivasapur	Srinivasapur .. 11	2,077	1,913	1,913
Chintamani	Chintamani	Chintamani .. 14	4,562	4,016	4,019
Chikballapur	Chikballapur	Chikballapur .. 6	4,825	4,120	4,262
Sidlaghatta	Sidlaghatta	Sidlaghatta .. 4	3,112	3,252	3,251
Goribidnur	Goribidnur	Goribidnur .. 7	1,703	1,235	1,235
Bagepalli	Bagepalli	Bagepalli .. 10	1,460	1,334	1,333
	Pathapalya	Do .. 8	1,618	1,414	1,444
Total ..			60,435	54,145	51,909

Statement showing the localities of Bonded Depots, etc.—*concl.*

Taluk	Locality where Bonded Depot now exists or should be established	Number of separate shop dependent on each depot	Quantity of spirits issued from the Central Distillery to Bonded Depots during		
			1920-21	1921-22	1922-23
			Gallons	Gallons	Gallons
Tumkur	Tumkur	Tumkur	9	2,469	2,118
Maddagiri	Maddagiri	Maddagiri	4	681	669
Chiknayakanhalli	Chiknayakanhalli	Chiknayakanhalli	2	1,025	677
Sira	Sira	Sira	7	1,042	1,086
Gubbi	Gubbi	Gubbi	4	945	783
Tiptur	Tiptur	Tiptur	7	2,779	2,076
Pavagada	Pavagada	Pavagada	4	675	754
Kunigal	Kunigal	Kunigal	4	792	860
		Total	10,408	9,003	9,158
Mysore	Mysore	Mysore	6	40,202	23,448
Yedatore	Yedatore	Yedatore	2	1,201	1,043
Hunsur	Hunsur	Hunsur	4	1,508	1,446
Heggaddevankote	Heggaddevankote	Heggaddevankote	4	1,035	948
Chamrajnagar	Chamrajnagar	Chamrajnagar	7	1,870	1,439
T. Narsipur	T. Narsipur	T. Narsipur	5	2,491	1,757
Seringapatam	Seringapatam	Seringapatam	11	4,777	3,914
		Krishnarajpet	3		
Mandya	Mandya	Mandya	4	1,551	1,326
Malvalli	Malvalli	Malvalli	8	2,895	2,103
Nagamangala	Nagamangala	Nagamangala	2	678	414
Gundlupet	Gundlupet	Gundlupet	4	921	1,336
		Total	58,929	39,174	42,042
Hassan and Chennarayana	Hassan	Hassan and Chennarayana	10	3,093	2,788
Saklespur	Saklespur	Saklespur	10	3,534	3,490
Belur	Belur	Belur	6	2,481	2,750
Arasikere	Arasikere	Arasikere	4	3,008	2,339
Hole-Narsipur and Arkalgud	Hole-Narsipur	Hole-Narsipur and Arkalgud	6	2,355	1,858
		Total	14,471	13,255	14,452
Tarikere and Kadur	Tarikere	Tarikere and Kadur	11	5,402	4,815
Koppa	Koppa	Koppa	21	6,059	6,048
	Stringeri	Do	10	2,498	2,520
Chikmagalur	Chikmagalur	Chikmagalur	21	8,160	7,829
Mudgere	Mudgere	Mudgere	81	4,442	4,381
		Total	26,561	25,593	27,358
Shimoga	Shimoga	Shimoga	27	8,526	8,092
	Kumal	Do	7	1,456	1,402
Channagiri	Channagiri	Channagiri	7	1,012	1,616
Honnali	Honnali	Honnali	19	4,325	3,882
Shikarapur	Shikarapur	Shikarapur	15	3,943	2,667
Sorab	Sorab	Sorab	18	4,217	2,574
Sagar	Sagar	Sagar	21	4,140	3,931
Nagar	Kallurkatte	Nagar	14	2,239	1,905
Tirthahalli	Tirthahalli	Tirthahalli	30	7,422	6,623
		Total	38,230	32,691	34,070
Chitaldrug	Chitaldrug	Chitaldrug	10	2,300	2,625
Hiriyur	Holalkere	Holalkere	6	1,080	1,311
Davangere	Davangere	Davangere	13	6,536	5,436
Molakalmuru	Molakalmuru	Molakalmuru	8	834	868
		Total	10,800	10,240	10,508
		Grand Total	3,24,447	2,85,100	2,93,393

* Since temporarily closed.

By Order,
K. V. ANANTARAMAN,